

FOREIGN CURRENCIES.

The Customs Act having declared that all invoices of goods purchased abroad shall be made out in the currency of the country whence the merchandise is imported, and shall represent the true value of it, the Governor-in-Council being empowered to declare the value of such currency, there appears in the *Canada Gazette* last week a proclamation, giving a list of the monetary units of various countries, and the value of each in Canadian currency. All invoices of foreign goods made out in foreign currencies are to be reduced to Canadian currency for Customs purposes at the rates assigned in this table, which we subjoin:

Country.	Monetary Unit.	Standard.	Value in Canadian Currency.	Standard Coin.
Argentine Repub.	Pesco	Gold and Silver	.96.5	$\frac{1}{2}$, $\frac{1}{4}$, $\frac{1}{8}$, $\frac{1}{16}$ and 1 peso, Argentine and Argentine.
Austria	Florin	Silver .....	.39.8	
Belgium	Franc	Gold and Silver	.19.3	5, 10 and 20 francs.
Bolivia	Boliviano	Silver .....	.80.6	Boliviano.
Brazil	Milreis of 1000 reis	Gold .....	.54.6	
Chili	Peso	Gold and Silver	.91.2	Cendor, doubloon and escudo.
Cuba	Peso	Gold and Silver	.93.2	$\frac{1}{2}$, $\frac{1}{4}$, $\frac{1}{8}$, and one doubloon.
Denmark	Crown	Gold .....	.26.8	10 and 20 crowns.
Ecuador	Peso	Silver .....	.80.6	Peso.
Egypt	Piastre	Gold .....	.04.9	5, 10, 25, 50 and 100 piastres.
France	Franc	Gold and Silver	.19.3	5, 10, and 20 francs.
Greece	Drachma	Gold and Silver	.19.3	5, 10, 20, 50 and 100 drachmas.
German Empire.	Mark	Gold .....	.23.8	5, 10 and 20 marks.
Hayti	Gourde	Gold and Silver	.96.5	1, 2, 5 and 10 gourdes.
India	Rupee of 16 annas	Silver .....	.38.3	
Italy	Lira	Gold and Silver	.19.3	5, 10, 20, 50 and 100 lire.
Japan	Yen	Silver .....	.86.9	1, 2, 5, 10 and 20 yen, gold and silver yen.
Liberia	Dollar	Gold	1.00	
Mexico	Dollar	Silver .....	.87.5	Peso or dollar, 5, 10, 25 and 50 centavo.
Netherlands ...	Florin	Gold and Silver	.40.2	
Norway	Crown	Gold .....	.26.8	10 and 20 crowns.
Peru	Sol	Silver .....	.80.6	Sol.
Portugal	Milreis of 1000 reis	Gold .....	.1.08	2, 5 and 10 milreis.
Russia	Rouble of 100 copecks	Silver .....	.64.5	$\frac{1}{2}$, $\frac{1}{4}$ and 1 rouble.
Spain	Peseta of 100 centimes	Gold and Silver	.19.3	5, 10, 20, 50 and 100 pesetas.
Sweden	Crown	Gold .....	.26.8	10 and 20 crowns.
Switzerland ...	Franc	Gold and Silver	.19.3	5, 10 and 20 francs.
Tripoli	Mahbub of 20 piastres	Silver .....	.72.7	
Turkey	Piastre	Gold .....	.04.4	25, 50, 100, 250 and 500 piastres.
United States of Columbia	Peso	Silver .....	.80.6	Peso.
Venezuela	Bolivar	Gold and Silver	.19.3	5, 10, 20, 50 and 100 bolivar.

TEMPERANCE COLONIZATION CO.

In an action brought by John Clark against the Temperance Colonization Company some startling evidence was given. Fraud was charged against the company, but the charge was finally withdrawn, on a settlement being made, on the suggestion of Chief Justice Hagarty. The company, according to the evidence of the plaintiff, which was not rebutted, sold to him two even numbered sections which it did not own and had no right to sell. But the company was entitled to purchase for \$2 an acre such quarter sections bearing even numbers as the settlers on the adjacent quarter sections might not, after receiving their deeds, pre-empt. It is difficult to understand how the company could be in legal possession of whole even numbered sections at the time it made this sale, or, indeed, at any time. The company was the agent of the Government for the settlement of the even numbered sections; but it had no right to sell them. If there be any explanation of the conduct of the company it is a pity it was not made. Charges of fraud are easily laid; and they are made in about half these North West land cases, though they are seldom proved. But if a fraud really does occur, it ought to be exposed; and the fact that clergymen or other prominent citizens might be implicated in the wrong doing is no reason for hushing up the scandal, but rather a reason why the mask should be torn off. It is not surprising that this experiment in colonization, which was a plausible

scheme for making money, under a philanthropic guise, has not met the expectations of the promoters. They applied for 2,000,000 acres; but the company has been in default since June last, and is now entitled to no more than 213,000 acres. The misadventure is easily accounted for. Of the five or six millions of dollars invested in Manitoba and North West lands, by citizens of Toronto, it is doubtful whether twenty per cent. could now be realized on a forced sale. But the fact remains that some of the proceedings of this company, in spite of the settlement with Clark, appear to be entirely indefensible.

The following extracts from the company's report, submitted at the meeting held on 14th March, 1883, show an intention to make money out of the lands in a way never contemplated by the Government. We quote from the *Globe's* report:—

"As the quantity of land subscribed for, (\$5,000,000 worth) considerably exceeds our ability to supply from the 2,000,000 acre plot allotted to us, we have only issued scrip and accepted payment for the odd numbered sections in such tract, after reserving the most valuable portions for sites of towns, cities, etc. A large number of the subscribers, however, are consenting to settle on the even numbered sections and pay their subscriptions all the same for the benefit of the colony in which they are mutually interested—That is to say, whatever their subscriptions may exceed the amount necessary to cover the expense to the Government for home-

stead and pre-emption, is given for improvements in the colony, or for opening up the more inaccessible and less inviting portions, so as to secure as complete and speedy settlement as possible, for the enhancement of the value of their own estates in such a community. The odd numbered sections thus released will be promptly resold to the subscribers, in order to secure systematic and, therefore, speedy settlement of the whole tract." * *

More important still, the scrip issued by this company, as appears by the document now before us dated April, 1882, contains the following words:—"This scrip may be used for even numbered sections when five payments, or \$320 with the interest then accrued, shall have been discharged by prepayment, and the order of choice on such even numbered sections shall be the order of such prepayment."

A SERIOUS LIABILITY.

In a case decided on Friday last by the Ontario Court of Appeal, a principle is laid down as law, which to the ordinary layman is somewhat startling. The action in question was one by a mill owner on the banks of the Fenslon River against the proprietor of a steamboat which had been running on the river, for damages for destruction of the mill by fire; such fire having been occasioned as was alleged by sparks from the steamer. The evidence as to the origin of the fire was conflicting, but the judge who tried it determined in favor of the plaintiffs, and the Court of Appeal did not feel disposed to interfere with that finding. There was also conflicting evidence as to the care that had been taken by the steamship proprietor to prevent the escape of sparks, and as to whether or not under the circumstances he had been guilty of negligence. This evidence the Court of Appeal cast to one side; and laid it down as a principle that if the fire was occasioned by sparks from the vessel, the proprietor was liable for the damage caused even if he had exercised all possible care to prevent any loss from occurring. In other words it is enunciated as a principle of law that the steamboat proprietor was bound, at his own risk, to run his vessel in such a way as not to injure property along the banks; and if, notwithstanding the greatest possible care, a loss occurred, he was liable to make it good. What makes this an important decision in the public interest is that this rule is not laid down on the ground of anything peculiar to this case. The principle is said to be that a man who is running a conveyance on a public highway, whether by land or water, does so at the risk of being made answerable for any injury caused by the way in which he runs it. It is admitted, as we understand it, that there are some exceptions to this rule, notably where the business is carried on under legislative sanction, such as that of railway companies. In the case in question there was, it is held, no legislative sanction but merely the common law right to navigate a river that was navigable.

In laying down this rule the Court claims to follow English authorities. It was admitted however, that in a number of States of the neighboring Union the courts had refused to follow these same authorities. As between English and American decisions, it appears, a Canadian court considers itself bound by the former.

We have no intention of discussing the legal point involved, and assume that the law of this country is as expressed by the Court of Appeal. It does seem to us however that the rule here laid down is unfair and should be altered.

If there were anything unlawful or unauthorized in the business that a man carries on, it might be proper enough to require him to be at